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Supreme Court, U.S.
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(3)

CS.NO. 01 - 356

UNITED STATES SUPREME COURT

PETITIONER,

THOMAS G. DEAN

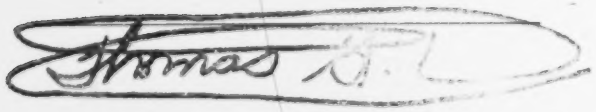
V.

RESPONDENTS,

CHASE MANHATTAN MORTGAGE CORP., RESURGENCE MARKETING & REAL ESTATE, FORREST HOMES, US DEPT. OF HUD, US DISTRICT JUDGE WILLIS B. HUNT, AND THE CLAIRMONT LODGE.

SUPPLEMENTARY BRIEF FOR PETITIONER

THOMAS G. DEAN
3162*F* BRIARCLIFF RD.
ATLANTA GEORGIA 30329
(404) 929-9437
THE PETITIONER



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Keeney v. Kemper Nat'l Ins. Co., (1997) 960 F.Supp. 617; Gilligan v. Jameco, (9th Cir., 1997), 108 F.3d 246; Lauer Farms Inc v. Waushara County Bd. of Adj., (1997), 986 F.Supp. 544; Alliance for Mentally Ill v. City of Naperville, (1996), 923 F.Supp. 1057; Robinson v. City of Friendswood, (1995), 890 F.Supp. 616; U.S. v. Mass. (1996) 910 F.Supp.21; Ring v. First Interstate Mortg. Inc., (8th Cir. 19930, 984 F.2d 924.....10

Case No. 01-356
United States Supreme Court

Petitioner,

Thomas G. Dean

vs.

Respondents,

Chase Manhattan Mortgage Corporation, Resurgence, Marketing & Real Estate, Forrest Homes, United States Department of Housing Urban Development, United States District Judge Willis B. Hunt and the Clairmont Lodge.

Supplemental Brief in Support of Petition for Certiorari

The government has waived its right to follow a brief in opposition to the petition for certiorari. Pursuant to rule 15.2 of the rules of the Supreme Court, the briefing opposition should address any perceived misstatement of fact or law in the petition that bears on what issues properly would be before the court if certiorari were granted. Counsel are admonished that they have an obligation to the court to point out in the brief in opposition and not later any perceived misstatement made in the petition. any objection to the consideration of a question presented based on what occurred in the proceedings below, if the objection does not go to jurisdiction, may be deemed waive unless call to the court's attention in a brief in opposition.

Rule 15.4 of the rules of the Supreme Court provides that any objection to the jurisdiction of the court to grant a petition for certiorari shall be incl-

uded in the briefing opposition. Accordingly where no brief in opposition is filed to a petition for certiorari the allegations of the petition may deem to be true by the court and stating the facts presented for review. With respect to the jurisdiction of the court, as Article III § 2 of the United States Constitution provides for appellate review of the case in the Supreme Court, and 28 U.S.C § 1654 provides for such appellate review by writ of certiorari. In so much as the plaintiff has alleged in the petition that the lower courts dismissed the action for lack of jurisdiction this court has further jurisdiction to review the case under 28 U.S.C. § 2105 as matters involving jurisdiction are appealable issues. Likewise, whether plaintiff alleges that the lower courts have departed from the usual course of judicial proceedings this court has jurisdiction under 28 U.S.C. § 2106 which provides that the Supreme Court or any other court of appellate jurisdiction may affirm, modify, vacate, set-aside or reverse any judgment, decree or order of a court lawfully brought before it for review, and may remand the cause and direct the entry of such appropriate judgment, decree or order or require such further proceedings to be had as may be just under the circumstances.

There was no question as to the jurisdiction of the lower courts as 28 U.S.C. § 2671 through 2680 provides an action could be brought against Department of Housing and Urban Development as remedial step prior to suit against the United States for torts. 28 U.S.C. § 2675. Likewise judgment could have been sued under 28 U.S.C. § 2679 (b) which provides for an action against an officer, employee or agent of the government, whereas here, the plaintiff alleges that the act of the officer employee or agent violated constitutional & LAWS of United States. See Dugan V. Rank, 372 U. S. 609, 83 S.

Ct. 999, 10 L.Ed.2d 15; also see Larson v. Domestic and Foreign Commerce corp., 337 U.S. 682, 69 S.Ct. 1457, 93 L.Ed. 1628; also Hoston vs. Silbert, (1982) 220 App. D.C. 361, 681 F.2d 876; on remand, D.C. 566 F. Supp. 11 25; Metz v. US, 11th Cir. 1986, 788 F.2d 1528; 117 F.3d 495, 11 FL W Fed. C 186, Moore v. Vauder, 1995, App. D.C., 65 F.3d 189; A judge is an employee of the United States under 28 U.S.C. § 2671, and where the attorney general has not certified that the judge was acting within the scope of his employment, action is appropriate against an employee's estate. Thus the Supreme Court ruled in Dugan v. Rank, cited supra, the United States is not liable for the ultra virus acts of its employees, even when done in their official capacity. Jurisdiction in such acts may be sufficiently invoked under the civilrights laws of the United States such as 42 U.S.C. § 3604(f)(3)(B) and 42 U.S.C. § 1981 and so much as the petitioner claim abuse of civil process say 28 U.S.C. § 1343.

It is so much as dismissal of for lack of jurisdiction under civilrights laws is equated as dismissal for failure to state a claim, the lower courts could not dismiss for lack of jurisdiction, under federal rule civil procedure 12(c), nor 12(b).

Rule 12(c) provides in pertinent part:

"after pleadings are close but within such time as not to delay trial, any party may move for judgment on the pleadings...."

Dismissal under rule 12(c) cannot be sufficiently accomplished whereas here, the respondent filed no answer to the claim. Rule12(c) Fed. Rul. Civ. Proc., See Branch International Services vs. Budde,

1995, 890 F. Supp. @ 659, see also, 173 FRD @ 511; Progressive insurance Co. Inc. vs. Estate of Crone, 1995, 894 F. Supp. @ 383; Karsten Manufacturing Corp. vs. Oshman Sporting Goods, 1994, 869 F. Supp. @ 778 Borough of Sayreville vs. Union Carbide Corporation, 1996, 923 F. Supp. @ 671; Carey vs. Conrail, 1992, 810 F. Supp. @ 164; Allstate vs. United States, 1994, 860 F. Supp. @ 653.Accordingly, the District Court was acting without jurisdiction to dismiss for failure to state a claim in absence of an answer from the defendant/ respondents, and the court of appeals was without jurisdiction to sustain such a dismissal from the District Court.

As was stated in the petition for writ of certiorari the complaint did not fail to stay to claim upon which relief can be granted under Federal Act Housing. The complaint is setout below:

In the United States District Court
for the Northern District of Georgia
Atlanta Division

Plaintiff,

Thomas G. Dean

vs. Civil File Number
1:99-cv- 2218

Defendants,

Chase Manhattan Mortgage Corporation, Forrest Homes, Resurgence Marketing & Real Estate Inc., United States Department of Housing & Urban Development & Willis B. Hunt & Clairmont Lodge.

Prima Facie Civilrights Complaint

(1) Plaintiff is a 37-year-old black man who resides at 1304 Cannon Farmhill Road Decatur Ga.

30329. Plaintiff makes this complaint upon personal knowledge of the plaintiff.

(2) The defendants, collectively, tend to discriminate against the plaintiff because of the plaintiffs race and against plaintiff because of plaintiff having file prior suit to this one under the federal fair housing act. Defendants means to be that an act of unfairness towards the black man, such as the plaintiff, the racial discrimination to express their racial prejudice against blacks for minorities. Thus is the defendants intentions in so much as unfair treatment, prejudice, discrimination and hatred towards minorities be synonymous state Black's law dictionary. Defendants' intentions are also heard in murmurings invite disparate treatment immediately outside plaintiff's residents. During it is unnecessary to allege the defendants' intentions, whereas here, suit is brought under Act, Federal Fair Housing, 42 U.S.C. § 3601 et seq.. Plaintiff notes that: inter railia, defendants intentions are to inflict intraracial discrimination upon plaintiff by conspiracy, plaintiff alleges the intentions of the defendants' to fit where as here suit is also brought under 42 U.S.C. § 1981, 1982 & 1985 (3).

(3) On June 8, 1999, plaintiff attempted to engage in residential real estate related transactions and met all necessary qualifications and the same is setout plaintiff's exhibit C-1 filed simultaneously herewith in response to mandatory disclosures. The defendants refused to do business with plaintiff while the defendants continue to do business with applicants with similar qualifications as the plaintiff, and the property which plaintiff proposed to purchase remain available for sale thereafter. The defendants did such also by ratification as plaintiff attempted to engage in residential real estate related transactions and it all necessary quali-

fications as shown in plaintiff's exhibit C-1 which files simultaneously herewith in support of complaint and in response to mandatory disclosures, and the owner of the property which was for sale refused to do business with plaintiff, and property sought to be purchased remained available for sale thereafter, and the owner of the property continued to do business with applicants who have similar ability as the plaintiff to pay back the loan which is set out in plaintiff's exhibit C-1 noted ante- herein.

(4) As the defendants advertised the home loan available at 1% down & possible 5.5% APR interest but refused to such to plaintiff. Plaintiff claims that the defendants as real estate agents whether principal or agent of principal relate to plaintiff a different rate, than that rate relayed to the general public or prospective white homebuyers when them, meaning the defendants, refused to do business with the plaintiff see plaintiffs exhibit C- 3 file and support of his complaint and in response to mandatory disclosures.

(5) April 26, 1999 plaintiff attempted to rent an apartment from the Clarirmont Lodge which is located at 10108 Cannon Farmhill Road Atlanta GA, 30329, for the rate relayed to the plaintiff by Clairmont lodge which is set out in plaintiff's exhibit C. file simultaneously herewith in support of this complaint and response to mandatory disclosures, Clairmont Lodge refused to rent to the plaintiff for the quoted rate even though the quoted rate relied upon by plaintiff in deciding to continue to residing at the Clairmont Lodge. Plaintiff alleges that Clairmont Lodge in refusing to rent to plaintiff for the quoted rate committed fraud against plaintiff in violation of 42 U.S.C. § 3601, 1981, 1982. Moreover, plaintiff has experienced parading outside of his apartment at the Clairmont Lodge and there are

made by such for paraders slanders against plaintiff and or verbal assaults because of plaintiffs having complained to the accounting office of the Clairmont Lodge about the rate discrepancy. Also there is disparate impact outside of plaintiffs apartment which particularly defame plaintiff because plaintiff file two prior suits in this court, such suits being civil actions No. 1: 98 -CV-2901 WBH (Dean vs. Peach States Mortg. Corp., et al) and Case No. 1: 99 -CV-1127 WBH (Dean vs. Banner Ford Inc. et al). Plaintiff claims that because the general complaint of parader be because the suits are brought because of racial discrimination against plaintiff, the paraders particularly and unlawfully prohibits suits for racial discrimination. Likewise discrimination is also experienced by plaintiff in employment, which plaintiff may deal with later, but plaintiff here claims that since the parading immediately outside of plaintiff apartment intend to discriminate against plaintiff's right under 42 U.S.C. § 1981 to bring suit for breach of contract, racial discrimination in housing, automotive warranty and service contracts, because plaintiff complained of rent discrepancy, plaintiff claims that Clairmont Lodge may be properly joined in this action as a coconspirator to display its racial hatred against plaintiff and other minorities.

(6) Defendants, Willis B. Hunt, in civil action No. 1: 98-CV-2901WBH filed in this court and cited ante-herein, refuse to appoint an attorney to the plaintiff upon plaintiff request made in pursuance of 42 U.S.C. § 3613(b) (1) suspicious at plaintiff will not be able to conduct the case without an attorney, so that defendant Hunt may satisfy his appetite to discriminate against the plaintiff, to display racial prejudice against plaintiff and other minorities. Undoubtedly he is layed by the plaintiff's ability. De-

fendant Hunt tend to violate 42 U.S.C. § 3604(f)(3)(B) to aid the defendants collectivelyin their intentions cited ante-herein and defendants collectively either by agency or doctrine of respondeat superior rely on Mr. Hunt to act as such which the law prohibits as shown anterior herein. Defendants denied full and equal benefits.

JURISDICTION:

Jurisdiction of this court is invoked under 42 U.S. C. § 3613 (a) (1) (A) and 28 U.S.C. § 1343.

PLAINTIFF'S DEMAND FOR RELIEF:

1) Plaintiff demand that defendants have discriminated against plaintiff by means of racial discrimination in housing, in the right to make and enforce contract, and the right to sue, be a party, give evidence and to the enjoy of the full and equal benefit of all laws for the protection of person and property and especially, 42 U.S.C. § 3604 (a),(b), (f)(3)(b) & 1981.

2) Plaintiff demand that this court appoint an attorney to assist plaintiff in this action and civil action no. 1-98-CV-2901 42 § 3613(b)(1) & 42 U.S. C. § 3604(f)(3)(b).

3) Plaintiff demand that Willis B. Hunt, in joining in conspiracy with other defendants in this action, be enjoined to cease to participate in this action and civil actions nos. 1:98-CV-2901 & 1:99-CV-1127 as a judge since he is acting without the scope of his official duties in conspiring against the plaintiff.

4)Plaintiff demand $95,000.00 in actual damages from each defendant and $10,000.00 in punitive damages in pursuance of 42 U.S.C. § 3613(c)(1) and 1983(2)(3).

v) Plaintiff demands that plaintiff's prior actions be assigned to another judge.

VERIFICATION:

The plaintiff, Thomas G. Dean hereby declare,

under penalty of perjury, that the foregoing is true and correct. This 16th day of October, 1999. signed Thomas G. Dean ***{end of complaint}***

Clearly, complaint should only be a letter to the court relaying the transactions and events which plaintiff believe produced a claim against the defendants, but it need not be in a special or prescribed form when no prescribed form exist. **Rule 9 of the Fed. Rul. Civ. Proc. clearly provides that no special form of pleading shall be required: In civil rights case, on motion to dismiss for failure to state a claim, court requires no more from allegations of intent than what would satisfy notice pleading minimum under rule 8 and requirement of rule 9(b) Fed. Rul. Civ. Proc., that motive and intent be alleged generally. Hodges by Hodges v. Pub. Bldg. Com'n of Chicago, 1994 864 F.Supp. 1493; see also, In order to maintain claim for relief plaintiff need only allege generalized statement of facts from which defendant will be able to frame a responsive pleading; if claim is sufficient based on any viable theory, court must deny motion to dismiss. Budnick vs. BayBank, Inc., 1996, 921 F. Supp. 30. Complaint need not the state facts nor law and complaint is not tied to a legal theory. La.Porte County Republican Cent. Committee vs. Board of Commissioners of County of La.Porte 7th Cir., 1994, 43 F.3d 11 26. Complaint need not specify correct legal theory or point to right statute to survive motion to dismiss the failure to state of claim. Pope v. Inland Property Mgmt., Inc., 1995, 878 F. Supp. 1114. Complaint will withstand motion to dismiss for failure to state a claim if complaint alleges specific conduct violating plaintiffs rights, time and place of that conduct. Briley vs. City of Tenton, 1995, 164 Federal Rule of Decision 26. Although for purposes of motion to dismiss for failure to state a claim, court may**

not look beyond pleadings, documents incorporated by reference into pleadings and all documents attached to the pleadings are exhibits, are considered a part of the pleading for all purposes Marie O. Vs. Edgar,1994, 157 FRD 433. When defendant moves for judgment on the pleadings, factual allegations of the complaint or treat as true, but those of the answer are taken as true only when they are not denied or do not conflict with the complaint. Tollison vs. B. & J. Mach. Co. Inc. 1993, 812 F. Supp. 618. Motion to dismiss for failure state a claim and motion for judgment on the pleadings are unitary. Rule 12(h)(2) Fed. Rul. Civ. Proc.; Allstate Financial Corp. vs. U.S., 1994, 860 F. Supp. 653; Massachusetts Candy & Tobacco Distributor vs. Golden Distributors Ltd.,1994, 852 F. Supp. 63; Carey vs. Conrail, 1992, 810 F. Supp. 164. To state a claim sufficient enough to withstand motion to dismiss plaintiffs need only allege, what plaintiff did in this case, that: (1) they are a member of the protected class, (2) who sought and were qualified to rent or purchase apartment or dwelling, and (3) were denied opportunity to rent or purchase apartment or dwelling, and (4) the apartment or dwelling remained available thereafter. Keeney v. Kemper Nat'l Ins. Co., 1997, 960 F.Supp. 617; see also, Gilligan v. Jameco, 9th Cir., 1997, 108 F.3d 246; Lauer Farms, Inc., v. Waushara County Brd. of Adj., 1997, 986 F.Supp. 544; Alliance for the Mentally Ill v. City of Naperville, 1996, 923 F. Supp. 1057; Robinson v. City of Friendswood, 1995, 890 F.Supp. 616; U.S. v. Mass., 1996, 910 F. Supp. 21; Ring v. First Interstate Mortg. Inc., 8th Cir., 1993, 984 F.2d 924. Allegations of the complaint clearly said a claim upon which relief could be granted and such statement should have been treated as true and not denied and accordingly, petition for writ should be granted to reverse judgment.

CS.NO. *01 - 356*

UNITED STATES SUPREME COURT

PETITIONER,

THOMAS G. DEAN

V.

RESPONDENTS,

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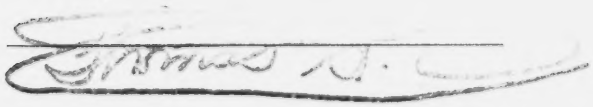
SUPPLEMENTARY BRIEF FOR PETITIONER

APPENDICE' BELOW

THOMAS G. DEAN
3162*F* BRIARCLIFF RD.
ATLANTA GEORGIA 30329
(404) 929-9437
THE PETITIONER



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for the Northern District of Georgia
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Jurisdiction of this court is invoked under 42 U.S. C. § 3613 (a) (1) (A) and 28 U.S.C. § 1343.

PLAINTIFF'S DEMAND FOR RELIEF:

1) Plaintiff demand that defendants have discriminated against plaintiff by means of racial discrimination in housing, in the right to make and enforce contract, and the right to sue, be a party, give evidence and to the enjoy of the full and equal benefit of all laws for the protection of person and property and especially, 42 U.S.C. § 3604 (a),(b), (f)(3)(b) & 1981.

2) Plaintiff demand that this court appoint an attorney to assist plaintiff in this action and civil action no. 1-98-CV-2901 42 § 3613(b)(1) & 42 U.S.

C. § 3604(f)(3)(b).

3) Plaintiff demand that Willis B. Hunt, in joining in conspiracy with other defendants in this action, be enjoined to cease to participate in this action and civil actions nos. 1:98-CV-2901 & 1:99-CV-1127 as a judge since he is acting without the scope of his official duties in conspiring against the plaintiff.

4)Plaintiff demand $95,000.00 in actual damages from each defendant and $10,000.00 in punitive damages in pursuance of 42 U.S.C. § 3613(c)(1) and 1983(2)(3).

v) Plaintiff demands that plaintiff's prior actions be assigned to another judge.

VERIFICATION:

The plaintiff, Thomas G. Dean hereby declare, under penalty of perjury, that the foregoing is true and correct. This 16th day of October, 1999. signed Thomas G. Dean

In the United States District Court
for the Northern District of Georgia
Atlanta Division

Thomas G. Dean
vs. -
Chase Manhattan Bank et al

Civil Action File No.
1:99-cv-2218

PLAINTIFFS RESPONSES TO
MANDATORY DISCLOSURES

(1) State precisely the classification of the cause of action being filed, a brief actual outline of the case including plaintiffs contentions as to what dependent gate or failed to do, and a succinct statement of the legal issues in in the case?

See the First, Second, Third Affidavits And Statement of the Issues Involved Attached Hereto

(2) Describe in detail all statutes, codes, regulations, legal principles, standards and customs or usages, and the illustrated case law which plaintiff contend are applicable to this action?

See Fourth Affidavit of Plaintiff, Thomas G. Dean Attached Hereto

(3) Provide the name and, if known, the address and telephone number of each individual likely to have discoverable information relevant to dispute facts alleged with particularly in the pleadings identifying the subjects of the information. (attach witness list to the responses to mandatory disclosures as attachment A.) ?

(4) Provide the name of any person who may be used at trial to present evidence under rules 702, 703, 705 of the Federal Rules of Evidence.for all experts described in Fed. Rul. Civ. Proc. 26 (a) (2) (B), provide a separate written report satisfying the provisions of that rule. (Attached expert witness list and written reports to responses to mandatory disclosures as attachment B.) ?

(5) Provide a copy of , or a description by category and location of, all documents, data compilations, and tangible things in your possession, custody, or control that are relevant to dispute facts alleged with particularity in the pleadings (attached document list and descriptions to responses to mandatory disclosures as attachments C.) ?

(6) In the space provided below, provide a computation of any category of damages claimed by you. In addition, include a copy of or described by category and location of, the documents and of the evidentiary matter, not privilege or protected from disclosure, on which such computation is based, including materials bearing on the nature and extent of the injury suffered, making such documents the evidentiary material available for inspection and copying as under Fed. Rul. Civ. Proc. 34. (Attach any copies and descriptions to responses to mandatory disclosures as attachment D.) ?

See the fifth and sixth affidavits of Thomas G. Dean attached hereto as attachments C&D.

(7) Attach for inspection and copying as under Fed. Rul. Civ. Proc.34 any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in this case or to indemnify or reimburse the payments made to satisfy the judgment. (attached copy of insurance agreement to responses to mandatory disclosures as attachment E.) ?

(8) disclose the full name,address, and telephone number of all persons or legal entity entities who have a subrogated interest in the cause of action set forth in plaintiffs cause of actionand state the basis and extent of such interest?

None

Respectfully submitted this 23rd day of August , 1999.

Thomas G. Dean
signature
Thomas G. Dean
print
1304 Cannon Farmhill Road
address
Atlanta GA,30329
City,State,Zip

Signed: Robert Persky
Notary Public
Dekalb County, Georgia
Expires: July 31, 2001
Date: 8-23-99

Plaintiff's Exhibits (2)

IN THE UNITED STATES DISTRICT COURT
THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

Plaintiff,

Thomas G, Dean

vs. **CIVIL FILE NUMBER:**

Defendants, **1:99-cv-2218**

Chase Manhattan Bank, Forrest Homes, Resurgence Marketing & Real Estate Inc., U.S. Department of Housing & Urban Developement, Willis B. Hunt and the Calirmont Lodge.

FIRST AFFIDAVIT OF THOMAS G. DEAN

I, Thomas G. Dean, being of mature age discretion hereby makes this affidavit in support of the complaint and in response to mandatory disclosures for use throughout this action alone and at every proceeding inwhich affidavit may be used as evidence in this action. I make this affidavit upon personal knowledge.

On or about June 8,1999, plaintiff, Thomas D. Dean, in response to a newspaper advertisements in the Atlanta Journal Constitution, inquired to Resurgence Marketing and Real Estate Inc. about buying a home at the Rivercrest subdivision in Dekalb County. The advertisement of Resurgence of Marketing and Real Estate Inc. relayed that the homes for sale at the Rivercrest sudivision were being sold for 1% down payment and monthly payment starting at $$726.00 P. I. T. & I, presumably, 30 year fixed-rate mortgage. Plaintiff was particularly interested in this ad because plaintiff had previously sought to buy a home in Rivercrest subdivision but was denied unlawfully, and purportedly because plaintiff was a bankrupt debtor under chapter 13 of Title 11 U.S.C.. Upon which plaintiff filed suit under Federal Housing Act, 42 U.S.C. § 3601.... The civil action was docketed in the United States District Court for the Northern District of Georgia,

Atlanta Division, as Case No. 1: 98- cv- 2901. The details of this case is almost the same as the details of civil action No. 1: 98-cv- 2901. After making application for a home, plaintiff was directed by the owner of property, and by contract for sale of the property, to apply for a loan at the Chase Manhattan Mortgage Bank located at 1777 Phoenix Parkway Atlanta 30349. This time as the last time, plaintiff was denied loan application by Chase Manhattan because plaintiff could not provide income tax returns for the last two years despite the fact that the housing regulations Code of Federal Regulations require that an applicant is only required to qualify for home loan by showing sufficient gross income. Gross income, as defined by housing regulations of the Code of Federal Regulations is the applicant's annual income without deduction for income taxes. Accordingly it appears that Chase Manhattan did not have authority to require income tax papers as such papers are not required to show annual gross income, and therefore, plaintiff brings this action. Also, while making application to Resurgence Marketing & Real Estate Inc., paintiff observed the lips of Ms. Sonjia Williams called plaintiff an nigger. Therefore, plaintiff claims racial discrimination of Resurgence Marketing and Real Estate Inc., Forrest Homes, as Forrest Homes in its contract of sale, require that an applicant use only mortgage companies approved by its and it employs Resurgence Marketing & Real Estate Inc. and Chase Manhattan Bank., and Sonjia Williams who called plaintiff a nigger. Plaintiff also brings action against the United States Department of Housing and Urban Develepement as it appears C-3 attached hereto, that the Federal Housing Authority, authorized or ratifies the act of the other defendants with respect to requirements of income tax information to qualify for a loan. (see under the heading in exhibit C-3 what FHA loan programs are available under this program).

VERIFICATION

The plaintiff, Thomas G. Dean, hereby declare, under penalty of perjury, that the foregoing is true and correct.
This 23rd day of August, 1999.

Signed: Thomas G. Dean
1304 Cannon Farmhill Rd.
Atlanta Georgia, 30329

IN THE UNITED STATES DISTRICT COURT
THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

Plaintiff,

Thomas G. Dean

vs. **CIVIL FILE NUMBER:**

Defendants, **1:99-cv-2218**

Chase Manhattan Bank, Forrest Homes, Resurgence Marketing & Real Estate, U.S. Depaertment of HUD/FHA, Willis B. Hunt and the Clairmont Lodge.

SECOND AFFIDAVIT OF THOMAS G. DEAN

I, Thomas G. Dean, being of mature age and discretion:, hereby makes this affidavit in support of the complaint and in response to mandatory disclosures, for use in this action alone, at anytime throughout this action, in any proceeding in which affidavits may be used to present evidence, I make this affidavit upon personal knowledge.

On Feb. 8 1999, plaintiff received a letter from the Clairmont Lodge where plaintiff has been a resident since May, 1994. The letter attached hereto as plaintiff exhibit C-4, stated that the Clairmont Lodge was terminating all innkeeper or lease agreements with all occupants at the Clairmont Lodge effective April 25 1999. This was not unusual because Clairmont Lodge had terminated the lease agreement several time during plaintiff's stay there. However, on Feb. 12 1999, plaintiff received another letter from Clairmont Lodge wh:ich stated as follows:

" Dear Clairmont Lodge guests:

Many of you are confused by the letter you receive this week about the termination of the innkeeper-occupant agreement.

We want to clarify several issues. The most important is that we are not terminating your stay at Clairmont Lodge. In the future, we will be unable to offer a monthly fee.

Our fee will be charged by the week, however, we will offer a four-week discounted fee. Your fees will be based on your current rate, and will not be changed at this time. Therefore, the only difference under the new system will be your payment due date. Your payment due date will be a specific day of the week, as opposed to your current monthly date.

It is necessary for you to come into the office and sign our updated forms by the expiration date stated in the letter previously sent.

The office staff is available Monday through Friday, 8:30 AM to through 7:00 PM to answer any questions you may have.

Sincerely,

Mary Hilmer
Manager"

{End Plaintiff's Exhibits C-4 thru C-5}

Plaintiff completed the applicable documentation to renew his stay at the Clairmont Lodge and, on June 20 1999, plaintiff answered a knock on his door from the maintenance department of the Clairmont Lodge, who had come to lock plaintiff out of his apartment, by orders of the accounting department of the Clairmont Lodge. This baffled plaintiff because according to plaintiff's calculation, plaintiff's rent was not do for another four or five days. Plaintiff relayed this information to the maintenance man who came to lock plaintiff out. The maintenance man radioed to accounting office and told them that plaintiff stated that his rent is not currently do, but the accounting office insisted that the maintenance man lock plaintiff out. Plaintiff went into the accounting office to inquire further on the reason for the lockout as plaintiff was not aware of depletion of his fees previously paid. The accounting office claimed that my fees had expired at 12:00

PM of June 20 1999 even though as before the signing of the new lease agreement plaintiff had paid fees in the amount of his previous monthly amount $385. The accounting office stated that the $385 only covered four weeks now and not one month. However, by plaintiff's calculation, $385 covered a period of 30.4 days according to the second letter sent to plaintiff and mark plaintiff's exhibit C-5 attached hereto. Since this letter stated that plaintiff's new fees would be based upon his current rate, $385 covers 30.4 p each month as opposed to it covering 31 days in months having 31 days and 29 days for February. Previously, regarding regardless of the number of days in the month, plaintiff was required to pay $385 or whatever was the monthly rate, on the 25th of each month regardless of the amount of days in the month. Clairmont Lodge's letter stated that such fees would not be changed but it has required plaintiff to pay more without notice to plaintiff nor has plaintiff approved this new fee. Plaintiff calculation is make as follows:
There are 365 days in one year;
divided by 12 months;
which equals 30.4 days per month

According to the new monthly rate, though unstated would cover for weeks and twodays uniform throughout the year regardless of the actual number of days in a month. Therefore plaintiff claims that Clairmont Lodge is overcharging plaintiff and depriving plaintiff of two days or $25.33 each time plaintiff pays it $385 by holding $385 as a four-week rate without notice to plaintiff as setout in it's letter of February 12, 1999 attached hereto as Plaintiff's Exhibit C-5.
Accordingly Clairmont Lodge breached contract of the acceptance of the letter sent to plaintff
on February 12, 1999 when it change the rate and stated or provided that the rate would not be changed. Since a breach of agreement amounts to prejudice and prejudice, discrimination, unfair treatment and hatred of minorities be synonymous plaintiff claims that Clairmont Lodge's

actions are racial discrimination especially since the majority of the tenants at Clairmont Lodge are black or minorities. After plaintiff complained of the rate discrepancy, plaintiff observed someone to the outside of his apartment, probably the employee of Clairmont Lodge whom plaintiff complained to about the lockout, utter defamation at plaintiff because of the plaintiff having made the complaint. Plaintiff state that this to its prejudice and or racial discrimination against plantiff. Also, there are utterings at Clairmont Lodge which seem to protest prior suits filed by plaintiff of which plaintiff assumed to be the tenants or some of them who being acquainted with persons involved in the prior suits but, since one of the utterings seem to implicate staff of Clairmont Lodge, plaintiff claims that Claremont Lodge actions are racial discrimination in unlawful protest of plaintiff having file prior suits for racial discrimination and intended to display its hatred toward plaintiff and other minorities, since the utterings of the tenants seems to suggest such.

Accordingly plaintiff claims that Clairmont Lodge is liable under the doctrine of disparate impact and respondeat superior.

VERIFICATION

I, Thomas G. Dean, hereby declares, under penalty of perjury, that the foregoing is true and correct.
This 23rd day of August, 1999

sign Thomas G. Dean
1304 Cannon Farmhill Road
Atlanta GA 30329
plaintiff

THE UNITED STATES DISTRICT COURT
THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

Plaintiff,

Thomas G. Dean

CIVIL FILE NUMBER

vs **1:99-CV-2218**

Defendants,

Chase Manhattan Bank, Forrest Homes, Resurgence Marketing & Real Estate Inc. U.S. Department of HUD/FHA, Willis B. Hunt and the Clairmont Lodge.

THIRD AFFIDAVIT OF THOMAS G. DEAN

I, Thomas G. Dean, being of mature age discretion, hereby make this affidavit on personal knowledge, and in support of the complaint and responses to mandatory disclosures, and for all of the permissible procedures throughout course of this action, wherein affidavits may be used to present evidence.

On October 5, 1998, I filed suit under the fair housing act of the United States (42 U.S.C. § 3601...) The case was docketed as 1: 98-cv- 2901WBH (Dean vs. Peach State Mortgage Corporation. ...) (in the United States District Court, for the Northern District of Georgia Atlanta Division) simultaneously with the serving of the complaint and summons, plaintiff, (being myself), served motion for appointment of attorney by the court pursuant to 42 U.S.C. § 3613(b) (1) which states as follows:

(b) Appointment of attorney by the court

Upon application by a person alleging a discriminatory housing practice or a person against whom a discriminatory practice is asserted, the court may---

(1) appoint an attorney for such person;. ...

Under 42 U.S.C. § 3613 (b) (1), in civil actions under this section, the United States may bring action on behalf of an agrieved individual. U.S. vs. Scott, D.C. Kan, 1992, 809 F. Supp. 1404; see also whight vs. Pence, 8 Cir. 1992, 961 F.2d 776, also, U.S. vs. Forest Dale, Inc. 1993, 818 F. Supp. 954.

Plaintiff recognizes that when court undertakes to appoint an attorney for a litigate pursuant to this statute, court must appoint someone who is willing to serve in the action and may not force anyone to act as attorney, including parties requesting assistance of attorney. Appointment of attorney is for governmental purposes and not device for the court to evade action in pursuance it's personal prejudice towards others. It does not make a difference if complaint or answer filed by party state a claim or defence, before court may appoint an attorney to ensure proper presentment of any possible claim or defence. The government has, by statute, undertaken to appoint an attorney for any party to a fair housing suit upon application, and there is no constitutional provision negating that right to appointment of attorney in housing suits. The statute authorizes appointment of attorney whether or not party is indigent, or whether or not party properly understand in the suit. Defendant Hunt will undoubtedly seek representation for himself but, he does not find it necessary to seek assistance of attorney for plaintiff who has the first lien to government attorney assistance in this action where such lien flows from prior abused request for appointment of attorney. A requests for assistance of attorney by Mr. Hunt in this action without motion should not be permitted as such request is against public policy, because the Attorney General find that an action under the fair housing act is of general public importance. See United States vs. Northside Realty Associates Inc. C. A. Ga., 1975, 518 F.2d 884: Given liberal meaning to the word once, once a determination of an issue of public importance has been made, by an Attorney General, the government was the party and the case proceeded, it is

not necessary for a new Attorney General to re-examine case for a fresh determination that an issue of public importance exists. *Id. Also, giving proper definition to the* word "if" in 42 U.S.C. § 3613 (b), in the passage: [if the attorney general certifies that the case is of general public importance.], Attorney General has already certify that suit under federal fair housing act is of general public importance. Accordingly parties may obtain relief provided in 42 U.S.C. § 3614 (e) only. Plaintiff note that in the prior action plaintiff is entitled to judgment in his favor as, the defendants in prior action, being mortgage corporations, refused to provide mortgage to plaintiff because plaintiff was in bankruptcy under chapter 13 of title 11 U.S.C.. However, plaintiff note that even if the yearly sum of all installments to be paid to bankruptcy trustee during a year was deducted from plaintiff annual gross income plaintiff would still have adequate income to pay for mortgage sought. With all due respect, plaintiff claims that, except for one being civil and the other being criminal, provisions of 3613 (b)(1) are identical to criminal statute authorizing appointment of attorney to the extent that such is required by application, and the failure of the court to appoint attorney when application is made amounts to inadequate counsel and harmful error. And while plaintiff's application sought assistance of counsel to prepare for trial, plaintiff did not intend, in making the motion, to waive his option to move for summary judgment or for judgment by default where appropriate or to settle the case in any other manner with assistance of attorney for plaintiff. However, plaintiff claims that Judge Willis B. Hunt merely denied plaintiff's application to satisfy its personal ambit to display his hatred toward plaintiff and other minorities including prisoners, and to falsely imprisoned or detained plaintiff in plaintiff's right to equal protection the law and to unlawfully retained financial superiority as compared to plaintiff. 42 U.S.C. § 3613 (b)(1) requires the court to appoint an attorney for the plaintiff, not for the judge acting with personal rather than judicial ambition.

Appointment of attorney by the court under 42 U.S.C. § 3613 (b) (1) is a benefit for the protection of person and property, and even government officers, employees or agents are not immune from the requirements of 42 U.S.C. § 1981 that all citizens of the United States shall have the same right, as is enjoyed by white citizens, to full and equal benefit of all laws and proceedings of the protection of person in property.... Willis B. Hunt's act, in discriminating against plaintiff to retain financial superiority as compared to plaintiff is prejudice and as such is discrimination against plaintiff because of plaintiff's race because deprivation of private property by unlawful means is not conduct enjoyed by white citizens of the country. Inception to decieve, that one is sufficient attorney, never in tending to permit such a one as sufficient attorney, amounts to fraud or conversion and deprivation of rights by means of racial discrimination, and is unlawful, under 42 U.S.C. § 1981.

VERIFICATION

I, Thomas Dean, hereby declare, under penalty of perjury, that the foregoing is true and correct.

This 23rd day of August, 1999.

Signed Thomas G. Dean
1304 Cannon Farmhill Rd.
Decatur GA, 30329
plaintiff

UNITEDSTATES DISTRICT COURT
THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION
Plaintiff, Thomas G. Dean

vs. **CIVIL FILE NUMBER 1:99-CV-2218**

Defendants,

Chase Manhattan Bank, Forrest Homes, Resurgence Marketing & Real, Estate Inc., U.S. Department of HUD/FHA Willis B. Hunt and theClairmont Lodge.

STATEMENT OF THE LEGAL ISSUES INVOLVED INSTANT

The plaintiff hereby certifies that the following issues are involved in this case:

1) Weather plaintiff is a black person or a member of a racial minority for purposes of action under Fair Housing Act, 42 U.S.C.§ 3601... and the Federal Civil Rights Law 42 U.S.C. § 1981....

2) Weather plaintiff has attempted to engage in residential real estate related transactions and met all necessary qualifications and, whether Chase Manhattan Bank Forrest Homes Resurgence Marketing and Real Estate Inc. have refused to sell to plaintiff despite plaintiff qualifications as such qualifications be set out in plaintiff exhibit C.-1 attached hereto and whether the defendants continue to sell to persons or applicants who have similar ability to pay back to the loan as plaintiff's ability, and whether property which plaintiff sought to purchase remain available for sale after defendants rejected plaintiff's offer.

3) Whether Fair Housing Regulation of CFR provide that gross income is defined as the applicants income without deductions for income taxes and whether the defendants have deducted income taxes from plaintiffs in-

come in requiring plaintiff, as well as other black persons to provide income tax information to obtain a loan.

4) Weather Resurgence Marketing & Real Estate Inc., Forest Homes and Chase Manhattan Bank has violated 42 U.S.C. § 3604 in treating plaintiff or all-black applicants different in requiring income tax information contrary to requirements of their housing regulations of 16 CFR. See Monsler. vs. Cincinnati cas ins com.,1991, 598 N.E.2d 1203, 74 Ohio App 3d 321.

5) Whether the United States Department of HUD, Federal Housing Authority, has ratified the unlawful acts of Chase Manhattan Bank, Forrest Homes and Resurgence Marketing & Real Estate Inc. in requiring income taxes to be deducted to determine gross income of black homebuyers prospects.

6) Whether Clairmont Lodge has converted funds of the plaintiff, and other minorities, in raising rent rate without notice to plaintiff and the other minorities who reside at Clairmont Lodge.

7) Whether Willis B. Hunt has violated 42 U.S. code § 3601... in refusing to appoint attorney to plaintiff and other minorities while acting contrary to 42 U.S.C.§ 3613 (b)(1) to maintain financial superiority as compared to the plaintiff.

VERIFICATION

The plaintiff, Thomas G. Dean, hereby declares, under penalty of perjury, that the foregoing statement of legal issues involved in the instant case are true and correct.

This 23rd day of August 1999.

Signed: Thomas G. Dean

IN THE UNITED STATESDISTRICT COURT
THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

Plaintiff,

Thomas G. Dean

vs. **CIVIL FILE NUMBER**
1:99-CV-2218

Defendants,

Chase Manhattan Bank, Forest Homes, Resurgence Marketing & Real Estate Inc., U.S. Department HUD/FHA, Willis B. Hunt, and the Clairmont Lodge.

FOURTH AFFIDAVIT OF THOMAS G. DEAN

Subject to the complaint and the first, second and third affidavits of plaintiff Thomas G. Dean, this is a suit under the fair housing act of the United States 42 U.S.C. § 3601.... The jurisdiction of this court is invoked under 42 U.S.C. § 3613. Plaintiff brings this action against Chase Manhattan Bank, Forest Homes and Resurgence Marketing & Real Estate Inc. because as principles and agents, the defendants refused to sale plaintiff a home or otherwise finance a purchase of home a purportedly because plaintiff could not produce the last two years income tax returns. However, plaintiff claims that this action, because plaintiff claims that 24 CFR § 203.33 states that:

(a) Adequacy of Mortgagors Gross Income.

"A mortgagor must establish, to the satisfaction of the Secretary, that his or her gross income is and will be adequate to meet:

(1) the periodic payments required by the mortgage submitted for insurance: and

(2) other long-term obligations.

(b) determination of adequacy of mortgagors income under this section shall be uniform without regards to race, color, religion, sex, national origin, familial status, handicap, marital status, source of income of the mortgagor or location the property."

§ 5.609, (b) provides that annual income means and includes and not limited to:

"The full amount before any payroll deductions of wages and salaries, overtime pay, commissions, fees, tips, and bonuses, and all other compensation for personal services.... "

Under 24 CFR § 5.609 (b) (1), plaintiff claims that the defendant, Chase Manhattan Bank did not have a right to require income tax information from the plaintiff, nor could it reasonably use income tax information as basis for denying an application for residential mortgage. Plaintiff claims that there was no more to learn for the defendant, in plaintiff's income tax information as, plaintiff reported (or listed) all income as it wasn't being shown on forms 1099. Expenses which could have been reported on income tax return, could not be used to reduce amount of gross (or applicable) income shown on forms 1099. Nor was there any other long-term in debts to be reported by plaintiff even if plaintiff was insolvent. Information of the plaintiff dependents could not be used to diminish gross (or applicable) income because such would be discrimination because of familial status, or marital status. However, plaintiff has no dependents other than himself and this was delayed a to the defendants. Plaintiff is a bankrupt debtor, and as such, plaintiff has no other long-term obligations outside of the Bankruptcy Court. All other debts have had been either paid off or denied as not voluntarily contracted. The Same is shown in the first affidavit of plaintiff. Plaintiff claims that the defendants were conspiring against plaintiff because of plaintiff's race

or sex where Ms. Sonjia Williams referred to plaintiff as nigger while it is not necessary for plaintiff to prove the intentions of the defendants to discriminate under 42 U.S.C. § 3601.... (Fox vs. Depart. of HUD, 1979, 468 F. Supp 907; U.S vs. Reece, 1978, 457 F. Supp. 43; U.S. vs. Housing Authority of chickasaw, 1980, 504 F. Supp. 716; Huertas vs. East River Housing Court, 674 F. Supp. 440. Plaintiff claims that defendant intended to discriminate against plaintiff because of plaintiff's race and quite possibly because of prior housing suit against the subdivision. Plaintiff also perceive that discrimination was because of the plaintiff's sex and absence of marital and familial status.

2)Plaintiff brings this action against the Federal Housing Authority because the offering statement shown as exhibit C-3 attached hereto does not contain or display a Federal Housing Authority disclaimer which is required by 24 CFR § 1715.50. Accordingly plaintiff claims that as to the foregoing, Chase Manhattan Bank, Forrest Homes and Resurgence Marketing and Real Estate Inc., did not have a right to determine adequacy of plaintiff's income under 24 CFR § 203.33 as such determination is to be made to by the Secretary of housing but, if the Secretary of housing has delegated such authority to determine to the real estate agents and mortgage companies or property owners, especially as here, where an insured mortgage is required by the owner of the property, Secretary may also be liable for the racial discrimination of the other defendants under 24 CFR § 1715.25 (P.), and doctrine of respondeat superior as having ratified the acts of the other defendants.

3) Plaintiff bring this action also pursuant to 42 U.S.C. § 3613 (b)(1) against Willis B. Hunt who failed in plaintiff's previous action to award an attorney to assist plaintiff in this matter. Plaintiff also bring action pursuant to 42 U.S.C. § 1981 against Mr. Hunt as plaintiff claims

that Mr. Hunt's action in denying plaintiff assistance of counsel, is for the purpose of displaying racial hatred against plaintiff and to refuse plaintiff as a witness because plaintiff is a black man. Plaintiff claims that in so doing, Mr. Hunt unlawfully and deny plaintiff full and equal benefit of all laws and procedures for the protection of person and property and Mr. Hunt violate 42 U.S.C. § 1981.

Under 42 U.S.C. § 1981, as jurisdiction is invoked under 28 U.S.C. § 1343 by plaintiff, cause of action for racial discrimination against the United States is not barred by sovereign immunity. See Henry v. Schlesinger, 1976, 407 F. Supp. 1179; this section prohibiting racial discrimination applies to the Federal Government. Kurylas vs. U.S. Department of Agriculture 373 F. Supp. 1072, affirmed, 514 F.2d 894, 169 U.S. App. D.C. 58; cause of action for damages under 42 U.S.C. § 1981 can be maintained against government officials and employees acting in their officer capacities. Rafferty vs. Prince George's County, 1976, 423 F. Supp. 1045; 42 U.S.C. § 1981 supports a cause of action charging discrimination by officials of Federal Government. NAACP vs. Levi, D.C.D.C. F. Supp. 1109.

4) Plaintiff brings this action against Clairmont Lodge for conversion of offering statement which violated 24 CFR § 1715.20 (c), and for racial discrimination which violated 42 U.S.C. § 3604 and 24 CFR § 1715.20(d).

VERIFICATION

Plaintiff, Thomas G. Dean hereby declare, under penalty of perjury, that the foregoing is true and correct, and is made upon personal knowledge of plaintiff and plaintiff is of mature age and discretion to make the this affidavit.

This 23rd day of August, 1999.

Signed Thomas G. Dean
1304 Cannon Farmhill Rd.
Decatur GA, 30329
plaintiff

IN THE UNITED STATES DISTRICT COURT
THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

Plaintiff,
Thomas G. Dean
vs. **CIVIL FILE NUMBER**
1:99-CV-2218

Defendants,
Chase Manhattan Bank, Forrest Homes, Resurgence Marketing and Real Estate Inc. U.S. Department of Housing & Urban Development, Willis B. Hunt and the Clairmont Lodge.

FIFTH AFFIDAVIT OF THOMAS G. DEAN

1) Attached hereto, as plaintiff exhibit C-1 is a PITI payement worksheet prepared by the plaintiff. This form unequivocally shows that plaintiff qualified and had sufficient income to repay the loan applied for. This form also show that plaintiff qualified to obtain a loan in which payment could be as high as $764.16. The amount of the monthly payment advertised by the defendants was $726 P. I. T. and I. This advertisement of the defendants could not be changed (at the instance of the plaintiff), as in pursuant to Housing Regulations of the CFR. Moreover this worksheet show that plaintiff qualified for a home loan in an amount up to $120,000.00 at an interest rate of 5.5% if plaintiff made a $10,000 downpayment as he had proposed in his prior requests to purchase a home from the defendants. Moreover, plaintiff could have qualified for even a higher loan if he applied for a greater debt allowance loan such as an no doc loan, which deviate from this form to allow a loan to persons who would not qualified under concept of plaintiff exhibit C-1. Plaintiff claims that he qualified under both concepts.

2) Attached hereto as plaintiff's exhibit C-2 is a copy of the purchase agreement for the property or home chosen by plaintiff from the list of available homes presented by the defendants and marked as plaintiff exhibit C-7. This exhibit shows that the purchase price of the home was $95,000 and the monthly P. I. T. and I was $726. Plaintiff claims that the representation made by the defendants in these two exhibits could not be raised (or changed) as in pursuance of Housing Regulations, 24 CFR § 1715.25 (j), (k) & (p). (and plaintiff now pays more than $726.00 a month as rent for his apartment now.)

3) Attached hereto as plaintiff's exhibit C-3 is a loan information brochure which was given to the plaintiff at the time plaintiff applied to purchase property from the defendants. While this advertised various interest rates, none of which are 5.5 percent over the life of the loan defendant could not changed its advertising made in plaintiff exhibits C-7 of a loan at 5.5 percent as in pursuance of 24 CFR §1715.25 (1), (k) & (p), at least not for higher rate.

4) Attached hereto as plaintiff's exhibit C-4 and C-5 are letter sent to plaintiff by the Clairmont Lodge which provides for the unchanging monthly rate to be used in determining the four-week rate. Plaintiff claimed that from the implications of the defendants, these documents violate 24 CFR § 1715.15 (k)(p). Plaintiff claims further that a lease for the amount being charged by the defendants have not been signed by the plaintiff and therefore Tenancy should be Tenancy at weil of plaintiff under state law.

5) Attached hereto as exhibits C-6 are statements of the plaintiff gross income for the last two years which was being presented to the defendants for verification of the plaintiff gross annual income in connection with the purchase of the property described in plaintiffs exhibits C-2.

6)Attached hereto as plaintiff exhibit C-7 is a list of the homes of which the defendants claim were available at the time plaintiff made application for a home from the defendant. Plaintiff shows that the home applied for by the plaintiff was Lot No. 47 the Adams. Plaintiff claims that this form may very well violate CFR § 1715.25(p).

7) Attached hereto as plaintiff exhibit C-8 is an application completed by the plaintiff at the time plaintiff applied to purchase the property from the defendant. Plaintiff note that even though the application contains all of the information requested therein, Ms. Sonjia Williams had some indecision about plaintiff being able to purchase a home as a bankrupt debtor although contrary to plaintiff's understanding. Plaintiff requested that she submit the application over her objection. However two weeks later she called me back into her office to complete the application, and it is at this time that she uttered the word nigger towards plaintiff. Plaintiff claims that because this application was the only information relayed to the defendant, the defendants' calling the plaintiff a nigger was because of his prohibitions against being denied right to buy a home because he was a bankrupt debtor, however, plaintiff's exhibit C-1 clearly shows that plaintiff qualified for the loan sought at the terms being advertised by the defendants even though he is a bankrupt debtor. See PI T&I worksheets at 2, and 3 this is the amount of plaintiff's monthly debt and the amount being paid to the bankruptcy trustee.

8) Attached hereto as plaintiff exhibit C- 9 is a copy of the business cards given to plaintiff by the defendants from Ms. Sonjia Williams. Including the plaintiff, it is also a list of witnesses to the transaction with respect to Chase Manhattan Bank, Forrest Homes, and Resurgence Marketing & Real Estate Incorporated.

9) Attached hereto as plaintiff exhibit C-10 is a statement from the last two weeks of employment of the plaintiff: it is intended to show that plaintiff is still employed by Speedy Courier Service.

10) Attached hereto as plaintiff's exhibit C-11 is a copy of what would have been plaintiff tax return for 1998, it consists of a form 1040, a form schedule C. and filing requirements charted which shows that based on the information contained in form 1040, accompanied by the form schedules C., plaintiff was not required to file a tax return for the year 1998. In any event plaintiff is definitely not required to answer to the defendants for federal income taxes. *

VERIFICATION

The plaintiff, Thomas G. Dean, hereby declare, under penalty of perjury, that the foregoing is true and correct.
This 23rd day of August 1999

signed Thomas G. Dean
plaintiff

ATTACHMENT C

PITI PAYMENT WORKSHEET

1. What is your total monthly income? (Gross salaries, bonuses, average commissions, alimony and child support, interest and dividend income, etc.) **$3,022.66**

2. Multiply your monthly income by .36 and enter the amount here: **$1,088.16**
(The maximum amount of debt most lenders will allow is 36% of your monthly income, though this figure can be higher for certain affordable housing prograns.)

3. What is your total monthly debt? (Car payments, credit card minimum payments, alimony, child support, and other obligations. Exclude your current rent or mortgage payment, food, clothing, and utilities.) **$0,324.00**

4. Subtract Line 3 from Line 2. This is the amount you can afford for PITI--- your monthly mortgage payment **$0764.16**

How Much House Can You Afford

Use the following worksheet to figure exactly how much you can afford to pay for a house.

1. Enter the amount you can afford for PITI here:(See Line 4 from above worksheet) **$0764.16**

2. Multiply the amount above by .16 (On average, 16% of the PITI payment is held in escrow for property taxes and insurance.) **$0122.26**

3. Subtract Line 2 from Line 1. (This amount equals the principal and interest portion of your monthly payment.) **$0641.90**

4. Consult the Mortgage Payment Calculator Table. Look under the column closest to the current interest rate, and find the closest figure to the amount you entered on line 3 above. Then scan to the left to see how big a mortgage you can afford. Enter the mortgage amount here. **$110,000**

5. Enter the amount you can comfortably afford for a down payment: **$10,000.**

6. Add Lines 4 and 5. The total equals what you can afford to pay for a house. **$120,000**

IN THE UNITED STATES DISTRICT COURT
THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

Plaintiff,

Thomas G. Dean

vs **CIVIL FILE NUMBER: 1:99-CV-2218**

Defendants,

Chase Manhattan Bank, Forrest Homes, Resurgence Marketing &Real Estate Inc. U.S. The Department of Housing & Urban Development, Willis B. Hunt and the Clairmont Lodge.

SIXTH AFFIDAVIT OF THOMAS G. DEAN

Come now the plaintiff and make this affidavit upon personal knowledge in support of the complaint and mandatory disclosures in support of the complaint, to be used in this action alone, and at any time during this action whenever testimony by affidavit is permitted. Plaintiff, Thomas G. Dean, hereby declares that he is competent is to make this affidavit.

COMPUTATION OF DAMAGES:

Damages are computed with the thought in mind that plaintiff claims that defendants acts are overt acts in furtherance of a conspiracy to deprive plaintiff of fair housing rights, privileges and immunities. Usually the amount of the property involving the action is recoverable. In this case the amount of the property involved is $95,000 as shown in plaintiff's exhibits C-2 file simultaneously here with, (the contract or agreement of sale). In addition, 42 U.S.C. § 3613 allows a maximum penalty of $50,000 in punitive damages. See also Housing Regulations of the CFR. Accordingly, 42 U.S.C. § 1985(3) provides that in an action for conspiracy, plaintiff

may recover damages from anyone or more of the defendants or conspirator's, so, plaintiff claims $95,000 in actual and compensatory damages and $50,000 in punitive damages from each defendant as $95,000 was the purchase price of the home requested by plaintiff and wrongfully denied by the defendants.

VERIFICATION

The plaintiff, Thomas G. Dean, hereby declare, that the foregoing is true incorrect under penalty of perjury.
This 23rd day of August 1999

sign Thomas G. Dean
plaintiff.

* With exception of exhibit C-1 cited anterior, Attachment C is schedule to be filed at a later date in a succeeding volume than herewith.